


\$ 500.00

STATE OF ALAMABA)
COUNTY OF SHELBY)


20100329000093640 1/3 \$17.50
Shelby Cnty Judge of Probate, AL
03/29/2010 03:12:38 PM FILED/CERT

PRIVATE DRIVE EASEMENT AND MAINTENANCE AGREEMENT

This agreement, made this 26th day of March, 2010, by and between Francis H. Burder, III, Donna J. Burder, Geoffrey A. Humber and Carrie Humber, hereafter referred to as "Parties of the First Part" and Francis H. Burder, III and Donna J. Burder, hereafter referred to as "Parties of the Second Part".

WHEREAS, the Parties of the First Part own the following described real property located in Shelby County, Alabama, to-wit:

Lots 1, 2, 3, 4 and 5, according to the Map of Burder Family Subdivision, as recorded in Map Book 41, Page 34, in the Probate Office of Shelby County, Alabama.

WHEREAS, the Parties of the Second Part plan to purchase the above described real property located in Shelby County, Alabama from the Parties of the First Part.

WHEREAS, there is now located a driveway on the property of the Parties of the First Part in which one must access in order to have rights of ingress and egress to the above mentioned Lots 1, 2, 3, 4 and 5.

WHEREAS, the Parties of the First Part in consideration of the sum of One and No/10 Dollars (\$1.00) in hand paid and other good and valuable consideration, grant to the Parties of the Second Part an easement or right of way along said boundary line to establish a driveway of mutual use and benefit to said parties and for the mutual use and benefit of any other persons or entities having or obtaining in the future a legal right to use said driveway in order to access any of the above mentioned lots. Said driveway easement is located in Shelby County, Alabama and is more particularly described as follows:

Shelby County, AL 03/29/2010
State of Alabama
Deed Tax : \$.50

A forty foot (40') private drive as shown in Map Book 41, Page 34 in the Probate Office of Shelby County, Alabama. (See attached Exhibit "A")

It is the intention of the parties hereto that this agreement creates a private, rather than a public, easement. Furthermore, the parties herein agree that all parties who can legally use the private drive shall maintain and repair the existing road sharing equally in the expenses for normal maintenance and repair. No expense shall be incurred by any party without unanimous written consent of all other parties hereto. The cost for the agreed maintenance and repair of the road herein described shall be borne and shared equally by the owners of the above mentioned Lots 1, 2, 3, 4 and 5. This agreement is binding on the heirs, assigns and successors in interest of the parties hereto.

The parties hereto do covenant for themselves, their heirs and assigns forever, that this will be an easement running with the lands described herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this the 26th day of March, 2010.

Renee W. Blackby
Witness

Renee W. Blackby
Witness

Renee W. Blackby
Witness

Renee W. Blackby
Witness

Francis H. Burder, III
Francis H. Burder, III

Donna J. Burder
Donna J. Burder

Geoffrey A. Humber
Geoffrey A. Humber

Carrie Humber
Carrie Humber



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EXHIBIT "A"

